

RECORDING REQUESTED

WHEN RECORDED MAIL TO

M & A INDUSTRIAL CONCRETE, INC.
15765 SANTA ANA AVENUE
FONTANA, CA 92337

DOC # 2009-0327193

06/26/2009 00A Fee:9.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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Mechanics' Lien

(Claim of Lien)

(To be recorded in the county recorder's office in the county in which the property is located.)

C
043

NOTICE IS HEREBY GIVEN: That M & A INDUSTRIAL CONCRETE, INC.

as claimant claims a lien for labor, service, equipment, or materials under Section 3082 et Seq. of the Civil Code of the State of California, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

Said labor, service, equipment or materials, were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE State of California, said land described as follows:

STREET ADDRESS: CIRCUIT CITY STORE NO. #4228
27610 EUCALYPTUS AVENUE

LEGAL DESCRIPTION: MORENO VALLEY, CA

Said lien is claimed for the following labor, services, equipment or materials: (describe labor, services, equipment, or materials in detail) CONCRETE - DIGGING FOOTINGS, GRADING, BACKFILL AROUND BUILDING, SIDEWALKS
AROUND BUILDING, BUILDING SLAB AND FOUNDATIONS.

Amount due after deducting all just credits and offsets...\$ 37,925.97

The name of the person or company by whom claimant was employed or to whom claimant furnished labor, services, equipment, or materials is

A.J. PADEFORD & SON, INC. P.O. BOX 185 ARTESIA, CA 90702

That CIRCUIT CITY STORES, INC.

9950 MAYLAND DRIVE - RICHMOND, VA 23233

(Mailing Address)

is/are the reputed owner(s) of said building and/or premises, or some interest therein.

Date 6-26-09

Name of Claimant: M & A INDUSTRIAL CONCRETE, INC.

By:

Adm. Assistant

(Authorized Capacity)

VERIFICATION

I, the undersigned, state: I am the Agent
(Agent of, President of, A Partner of, Owner of, etc.)
the claimant named in the foregoing mechanics' lien; I have read said claim of mechanics' lien and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 26th, 2009, at 15765 SANTA ANA AVENUE - FONTANA

State of California

(Signature of Claimant or Authorized Agent)

EXHIBIT

A

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

A. J. Padelford & Son, Inc.

Circuit City #4228

BUILDER'S SUB-CONTRACT AGREEMENT

SUBCONTRACTOR'S COPY

This is a proposal to perform work at the following project:

made this 30th day of the month April, 2008, by
hereinafter "Subcontractor," with principal offices located at

to A. J. Padelford and Son, Inc., hereinafter "Contractor," with principal offices
located at P. O. Box 185
Artesia, CA 90702-0185

Circuit City #4228
27610 Eucalyptus Ave.
Moreno Valley, CA
M & A Concrete, Inc.
15765 Santa Ana Ave.
Fontana, CA 92337

M & A Concrete, Inc. agrees to furnish all materials and perform all labor necessary to complete
the following as per plans and specification by: WD Partners

(Refer to Exhibits A, B, and C of this Contract.)

All of the materials to be the best of their respective kinds and all work to be completed in a substantial and work-
manlike manner, for the sum of:

Two Hundred Seven Thousand

Dollars & 00/100

U. S. Dollars \$207,000.00, payable as follows: Approved monthly progress draws up to 90 percent of the
the contract. 10 percent retention 35 days after notice of completion. Conditional releases are required
with each billing. Unconditional releases are required concurrent with receipt of each payment.

Any alteration or deviation from the plans or specifications, whether involving extra cost of material or labor or not,
will be executed only upon written change order for same, and will become an extra charge or credit when app-
proved in writing by all parties concerned. It is further agreed that M & A Concrete, Inc.
will carry all necessary compensation and liability insurance for the protection of all parties working on this project
under the control of or in the employ of Subcontractor, also public liability insurance. The above proposal and con-
tract become binding when approved and accepted by Contractor. M & A Concrete, Inc.
further agrees to hold the Owner, Contractor and supervisor harmless from any and all Federal and State taxes
allocable to the labor or material furnished and/or installed by Subcontractor.

This unsigned proposal shall remain valid until 5/15/2008. M & A Concrete, Inc.
agrees to begin work within 3 days of written notice to commence work and acceptance of this subcontract agree-
ment by Contractor, and to continue said work diligently to completion, and if, in the opinion of Contractor, the job
is not proceeding fast enough, Contractor may give Subcontractor notice in writing, allowing him Twenty-Four
(24) hours in which to supply the necessary labor or material.

Should Subcontractor fail or refuse to comply with the written request, Contractor may order such labor and ma-
terials is necessary to complete the job and the cost of same shall be paid by Subcontractor, provided, however,
Subcontractor may claim and receive benefit of any excuses for delay to which Contractor under his original con-
tract with the Owner is entitled and to the same extent.

ALL RELEASES MUST BE NOTARIZED

REFERENCE ALL BILLINGS TO PROJECT NO.

4228-01

All Subcontractors must comply with all "OSHA" safety standards and regulations. All sub-contractor's employees
operating any equipment MUST be certified to do so. Weekly "Tail-gate" safety meeting are required.
All Subcontractors shall furnish all required tools and equipment.

All Subcontractors shall clean-up their portion of jobsite.

EXHIBIT "A" Part Of This Contract.

EXHIBIT "C" Part Of This Contract.

EXHIBIT "B" Part Of This Contract.

All billings MUST be presented by the 25th of each month.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board.
Any questions concerning a contractor may be referred to the Registrar of the Board,
Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826.

Respectfully prepared and submitted this April 30, 2008

Company Name M & A Concrete, Inc.

at Cerritos, California

License No. 759481

Contractor A. J. Padelford and Son, Inc.

Workman's Comp.
Policy Number USD 5000197-00

License No. B-1 222840

By [Signature]
Authorized Signature

By [Signature]
H. G. Emmons, Sr. Vice-President

Addendum to the
Builder's Sub-Contract Agreement
EXHIBIT " A "

Project: Circuit City #4228
Architect: WD Partners
Address: 7007 Discovery Blvd.
City: Dublin, OH 43017
Date of Plans: Various
Scope of Work: Concrete
As Per Plans And Specifications
Division 03
Section (s) Soils Report, 01340, 02200, 03300
Including: Furnish & Supply ALL Material, EQUIPMENT & Labor to complete work. Plus Clean Up Of Your Material/Debris
(But Not Limited To) Concrete Includes: Digging Footing & Removal Of Spoils From Site, Grading For Sidewalks Around Building, Back Fill Around Building As Required, Decorative Sidewalks Around Building, Truncated Domes, Handicap Ramps, Road Shop Slab, Loading Dock Slab & Walls, Install Decorative & Steel Bollards, Integral Color Concrete In Sidewalks, Base & Sand As Required, Visqueen As Required, Reinforcing Steel As Required, Building Slabs & Foundations, Poured In Place Pedestals & Walls, Setting Embeds & Template As Required, Supply & Remove Concrete Washout Bins As Required.

Sheets	Title	Sheet Date:	AJP Date Received
TITLE DISCIPLINE			
T1.0	Title Sheet	12/26/2007	3/17/2008
CIVIL DISCIPLINE (REFERENCE ONLY)			
1 of 19	Precise Grading Plan Title Sheet	N/A	3/17/2008
2 of 19	Precise Grading Plan Title Sheet	N/A	3/17/2008
3 of 19	Precise Grading Plan	N/A	3/17/2008
4 of 19	Precise Grading Plan	N/A	3/17/2008
5 of 19	Precise Grading Plan	N/A	3/17/2008
6 of 19	Precise Grading Plan	N/A	3/17/2008
7 of 19	Cross Sections	N/A	3/17/2008
8 of 19	ADA Ramp Details	N/A	3/17/2008
9 of 19	Details	N/A	3/17/2008
10 of 19	Details	N/A	3/17/2008
11 of 19	Paving Plan	N/A	3/17/2008
12 of 19	Retaining Wall Details & Notes	N/A	3/17/2008
13 of 19	Erosion Control Plan	N/A	3/17/2008
14 of 19	Erosion Control Plan	N/A	3/17/2008
15 of 19	Horizontal Control Plan	N/A	3/17/2008
16 of 19	Horizontal Control Plan	N/A	3/17/2008
17 of 19	Conditions Of Approval	N/A	3/17/2008
18 of 19	Conditions Of Approval	N/A	3/17/2008
19 of 19	Conditions Of Approval	N/A	3/17/2008
1 of 16	Private On-Site Utility Plan Title Sheet	N/A	3/17/2008
7 of 16	Private On-Site Utility Water Improvement Plan	N/A	3/17/2008
8 of 16	Private On-Site Utility Water Improvement Plan	N/A	3/17/2008
9 of 16	Private On-Site Utility Water Improvement Plan	N/A	3/17/2008
10 of 16	Private On-Site Utility Water Improvement Plan	N/A	3/17/2008
11 of 16	Private On-Site Utility Water Details Sheet	N/A	3/17/2008
STRUCTURAL DISCIPLINE			
S0.1	General Notes	3/13/2008	3/17/2008
S1.1	Foundation Plan	3/13/2008	3/17/2008
S1.2	Foundation Details	3/13/2008	3/17/2008
S1.3	Foundation Details	3/13/2008	3/17/2008
S1.4	Typical Details	3/13/2008	3/17/2008
S2.1	Roof Framing Plan	3/13/2008	3/17/2008
S2.2	Roof Framing Details	3/13/2008	3/17/2008
S2.3	Roof Framing Details	3/13/2008	3/17/2008
S2.4	Entry Framing Plan	3/13/2008	3/17/2008
S2.5	Entry Sections	3/13/2008	3/17/2008

Addendum to the
Builder's Sub-Contract Agreement
EXHIBIT " A " (continued)

Sheets	Title	Sheet Date:	A/P Date Received
STRUCTURAL DISCIPLINE CONTINUED			
S2.6	Entry Sections	3/13/2008	3/17/2008
S2.7	Sections	3/13/2008	3/17/2008
ARCHITECTURAL DISCIPLINE			
SP1	Site Plan (For Reference Only)	10/12/2007	3/17/2008
A2.0	Life Safety Plan	3/13/2008	3/17/2008
A2.1	Floor Plan	3/13/2008	3/17/2008
A2.2	Fixture Plan	11/12/2007	3/17/2008
A2.3	Roof Plan & Details	3/13/2008	3/17/2008
A2.4	Room Finish Schedule	3/13/2008	3/17/2008
A2.5	Door Schedule & Details	3/13/2008	3/17/2008
A2.6	Storefront Details	3/13/2008	3/17/2008
A2.7	Interior Window Details	3/13/2008	3/17/2008
A3.0	Exterior Elevations	3/13/2008	3/17/2008
A3.1	Exterior Elevation Colors	3/13/2008	3/17/2008
A3.2	Wall Sections	3/13/2008	3/17/2008
A3.3	Wall Sections	3/13/2008	3/17/2008
A3.4	Wall Sections & Details	3/13/2008	3/17/2008
A3.5	Wall Sections	3/13/2008	3/17/2008
A3.6	Wall Sections	3/13/2008	3/17/2008
A3.7	Wall Sections	3/13/2008	3/17/2008
A3.8	Wall Sections	3/13/2008	3/17/2008
A3.9	Details	3/13/2008	3/17/2008
A4.1	Enlarged Plans & Elevations	3/13/2008	3/17/2008
A4.2	Millwork, Details & Sections	3/13/2008	3/17/2008
A4.3	Mezzanine Sections & Details	3/13/2008	3/17/2008
A5.1	Interior Elevations	3/13/2008	3/17/2008
A6.1	Reflected Ceiling Plan & Details	3/13/2008	3/17/2008
MECHANICAL DISCIPLINE			
M1.0	HVAC Roof Plan & Schedules	3/13/2008	3/17/2008
M2.0	HVAC Floor Plan & Details	3/13/2008	3/17/2008
PLUMBING DISCIPLINE			
P1.0	Plumbing Plan	3/13/2008	3/17/2008
P2.0	Plumbing Schedules & Details	3/13/2008	3/17/2008
ELECTRICAL DISCIPLINE			
E1.0	Lighting Plan & Details	3/13/2008	3/17/2008
E2.0	STS Plan	3/13/2008	3/17/2008
E3.0	Miscellaneous Details	3/13/2008	3/17/2008
E3.1	Prefabricated STS Room (For Reference Only)	3/11/2008	3/17/2008
E3.2	Sales Area Details	3/13/2008	3/17/2008
E4.0	Power Plan & Details	3/13/2008	3/17/2008
E5.0	Rough-In Plan & Details	3/13/2008	3/17/2008
E5.1	Lighting Dimension Plan	3/13/2008	3/17/2008
E6.0	Panel Schedules & Riser Diagram	3/13/2008	3/17/2008
E6.1	Panel Elevations & Schedules	3/13/2008	3/17/2008
E7.0	EMS Control Wiring	3/13/2008	3/17/2008
E8.0	MWS Lighting Plan & Details (For Reference Only)	3/13/2008	3/17/2008
E8.1	AMP Innergy Power Plan (For Reference Only)	3/13/2008	3/17/2008
E8.2	AMP Innergy Power Details (For Reference Only)	3/13/2008	3/17/2008
T24	T24 Energy Calculations	3/13/2008	3/17/2008
FIRE ALARM DISCIPLINE (REFERENCE ONLY)			
FA1.0	Fire Alarm Initiating Device Layout	2/19/2008	3/17/2008
FA2.0	Fire Alarm Notification Device Layout	2/19/2008	3/17/2008
FA3.0	Fire Alarm Riser Diagram & Notes	2/19/2008	3/17/2008
FA4.0	Fire Alarm Calculations & Notes	2/19/2008	3/17/2008
ADDENDUM DISCIPLINE			
Addendum No. 1		3/25/2008	3/25/2008
SPECIFICATIONS DISCIPLINE			
Specifications Book		3/13/2008	3/17/2008

Addendum to the
Builder's Sub-Contract Agreement
EXHIBIT " B "

The Subcontractor agrees to provide his employees with safe appliances and equipment, to provide them with a safe place to work, to perform the work under this contract in a safe manner with high regard for the safety of his employees and others, and to comply with the safety provisions of all applicable statutes, laws and regulations.

The Subcontractor shall defend, indemnify and save harmless the Contractor and its officers and employees from all claim, loss, damage, injury, death, and liability of every kind, nature, and description, including but not limited to, injury to or death of Subcontractor's employees, directly or indirectly, arising from the performance of the contract or work, regardless of (1) responsibility for negligence, or (2) whether it is caused in part by a party indemnified herein, and from any and all claims, loss, damage, injury to or death of Subcontractor's employees, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence.

Subcontractor's indemnity and save harmless agreement shall not be applicable to any loss, damage or expense for liability for damages for death or bodily injury or injury to property arising from the sole negligence of willful misconduct of the Contractor, or its agents, servants, or independent contractors, other than Subcontractor, who are directly responsible to the Contractor.

PAYMENTS

(a) Subcontractor understands, acknowledges and agrees to accept the risk that he will not be paid for work he performs and materials he furnishes and that he will not receive retainages if the Contractor is not fully paid by or receives all such funds and retainages from Owner for any reason whatsoever, including, but not limited to, Owner's bankruptcy or insolvency, Contractor negotiations with the Owner, arbitration, litigation, appeals, administrative action, or other similar activity. Subcontractor warrants that he will look to and solely rely upon the credit and ability of the Owner and not the Contractor for payment for work performed and materials furnished by Subcontractor, including retainages. Subcontractor further agrees that the liability of Contractor's payment bond surety, if any, for payment to Subcontractor shall be subject to all of the aforesaid **CONDITIONS PRECEDENT** in addition to any obligations or conditions precedent stated in said Bond. In all instances under this Sub-Contract, payment by Owner is a **CONDITION PRECEDENT** which must occur before the Contractor is obligated to pay the Subcontractor.

(b) Progress payments to Subcontractor shall only be made with funds received by Contractor from the Owner for work performed by Subcontractor as reflected in Contractor's Application for payment to the Owner and only when and if such funds are received by Contractor from the Owner. Approval of Contractor's application for payment by Owner and payment for the work reflected therein shall be a condition precedent which must occur before Contractor is obligated to pay Subcontractor for any portion of the Work performed by Subcontractor. Final payment to Subcontractor shall be made only with funds received by Contractor from the Owner in final payment for work under the Prime Contract. Final payment to Contractor by the Owner shall be a **CONDITION PRECEDENT** which must occur before Contractor will be obligated to make final payment to Subcontractor for any portion of the Work performed by Subcontractor.

Addendum to the
Builder's Sub-Contract Agreement
EXHIBIT " C "

The following insurance certificates are mandatory, you will not be paid for any work done prior the our receipt of same:

Commercial General Liability Limits

Minimum acceptable limits:

\$2,000,000 General Aggregate

\$1,000,000 Per Occurrence, or BI and PD Combined Occurrence

\$1,000,000 Products / Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

Note: If the policy does not have an endorsement providing a per project aggregate, then the general aggregate shall not be less than \$2,000,000. Defense cost must be in addition to the limits.

Commercial General Liability Coverage

Coverage must include:

1998 Occurrence ISO Form or Equivalent. Claims-Made Form is not acceptable.

Premises and Operations

Products and Completed Operations

Blanket Contractual Liability

Broad Form Property Damage

Explosion, Collapse and Underground Hazards (XCU)

Owners Contractors Protective Liability or Independent Contractor Protection

Personal Injury Liability

Additional Insured:

A. J. Padelford & Son, Inc.; its owners, officers, directors, agents, employees, owners and associates must be named as an additional insured as respects to operations performed for A. J. Padelford & Son, Inc.

Project Owner: The Project Owner shall also be named as an additional insured

An additional insured endorsement is required and will be attached to all Certificates of Insurance issued. CG 2010 (11/85) or equivalent, including primary and noncontributory wording.

Alterations, modifications or exclusions of the completed operations hazards are not acceptable, including wording under the additional insured endorsement.

Pollution Including Mold Buy-Back Coverage

Required For Environmental Subcontractor Including Contractors Providing Mold Testing

\$1,000,000 Limit. Deductible And / Or SIR Not To Exceed \$25,000.

Waiver of Subrogation Clause:

Required in favor of A. J. Padelford & Son, Inc. and the owner.

Description of Operations / Locations:

Must indicate Job Location. Make reference to said subcontract number on Insurance Certificates.

Professional Errors & Omissions Liability:

Only required for subcontractors providing architectural, design or engineering services.

\$1,000,000 Limit. Deductible and / or SIR not to exceed \$25,000.

Automobile Liability:

\$1,000,000 combined single limit for bodily injury and property damage coverage shall apply to any owned, non-owned or hired vehicle.

Addendum to the
Builder's Sub-Contract Agreement
EXHIBIT "C" - Continued

Worker's Compensation & Employer's Liability:

Minimum acceptable limits:

Worker's Compensation: Statutory

Employer's Liability:

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

Best Rating

The insurance companies proving coverage as shown on
the certificate must have a AM Best Rating of A VI
or better.

Section II. Indemnification:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and / or passive negligent act or omission of Owner or Contractor, or the agents or employees, but Subcontractor shall not be obligated to indemnify and party for claims arising from sole negligence or willful misconduct of Owner or Contractor or their agents or employees or caused solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of the Subcontractor until the completed work is accepted by the Contractor and Owner.

**Addendum to the
Builder's Sub-Contract Agreement
EXHIBIT " D "**

From time to time during the term of this contract, Contractor may request information as to current or additional payment claimed by Subcontractor. Said amount is either for additional proposed work to be performed pursuant to plan changes or for additional work which Subcontractor has already performed and for which they claim payment. This request for information will contain a deadline by which time Subcontractor must notify, in writing, Contractor of the amounts claimed or proposed.

Subcontractor agrees that they will notify Contractor in writing as to the basis and amount of the claimed additional payment amount or proposed amount to be added to the Contract. Subcontractor will provide the notice to Contractor by the deadline set. If Subcontractor fails to provide such notice to Contractor by the required deadline, Subcontractor shall not be entitled to receive such additional payment and shall not be paid such additional payment. Subcontractor further agrees that in such event, it will not take any steps to charge or collect any such additional amount.

MARKUP ALLOWED BY SUBCONTRACTORS

The following method **MUST** be used to determine the allowable markup for any and all Change Orders issued to this contract.

Overhead & Profit Method.

Markup on Overhead	5.00%
Markup on Profit	5.00%

See the sample attached showing which method will be used during this project. *

*** Sample On Sub-contractors copy.**

Circuit City #4228

M & A Concrete, Inc.

Sample Invoice / Proposal

All Invoices and/or Proposals For Extra Work Must
Have This Format As Part Of The Back-up.

* Do Not Include Trucks & Equipment As A Labor Cost.
List Trucks & Equipment As A Separate Item.
All Invoices / Proposals MUST follow this sample.
Invoices For Extra Work Will Not Be Paid And Proposals
For Extra Work Will Not Be Approved Without This Format!

Overhead & Profit Method

Material and Equipment

Item 1	125 units @ \$1.50 each.	\$187.50
Item 2	254 feet @ \$7.55/ft.	\$1,917.70
Item 3	152 tons @ \$0.94/ton.	\$142.88
Item 4	1245 sq. ft. @ \$8.35/sq. ft.	\$10,395.75
Item 5	Tax 8.25%	\$1,043.12
Material Sub-Total		\$13,686.95

Labor*

	Hours	Rate	
Foreman	24.00	\$30.00	\$720.00
Journeyman	84.00	\$25.00	\$2,100.00
Apprentice (Helper)	0.00	\$20.00	\$0.00
Labor	168.00	\$15.00	\$2,520.00
Labor Sub-Total			\$5,340.00
Total Material & Labor			\$19,026.95
Markup on Overhead		5.00%	\$951.35
Markup on Profit		5.00%	\$998.91

Total Invoice	\$20,977.21
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